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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ADOBE SYSTEMS INCORPORATED, a
Delaware Corporation,

Plaintiff,

v.

COLORADO INTERNET SERVICES, LLC, a
Colorado Limited Liability Company d/b/a
ONE OFFICE SOFTWARE; ERIK JEFFRIES,
an Individual; MY CHOICE SOFTWARE,
LLC, a California Limited Liability Company;
DIGISOFT, LLC, a Washington Limited
Liability Company; BARGAIN SOFTWARE
SHOP, LLC, a Texas Limited Liability
Company; FIRST SOFTWARE SOURCE, a
Business Entity of Unknown Status;
SOFTWARE TECH, a Business Entity of
Unknown Status; SOFTWARE SPEEDY, a
Business Entity of Unknown Status; and DOES
1-10, Inclusive,

Defendants.

Case No.: CV13-04193 EMC

**[PROPOSED] PERMANENT
INJUNCTION AGAINST
DEFENDANTS COLORADO INTERNET
SERVICES, LLC d/b/a ONE OFFICE
SOFTWARE AND ERIK JEFFRIES**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction (“Stipulation”),
between Plaintiff ADOBE SYSTEMS INCORPORATED (“Plaintiff”), on the one hand, and
Defendants COLORADO INTERNET SERVICES, LLC d/b/a ONE OFFICE SOFTWARE
AND ERIK JEFFRIES (“Defendants”), on the other hand, hereby ORDERS, ADJUDICATES

1 and DECREES that a permanent injunction shall be and hereby is entered against Defendants as
2 follows:

3 1. **PERMANENT INJUNCTION.** Defendants and any person or entity acting in
4 concert with, or at their direction, including any and all agents, servants, employees, partners,
5 assignees, distributors, suppliers, resellers and any others over which they may exercise control,
6 are hereby restrained and enjoined, pursuant to 15 U.S.C. §1116, from engaging in, directly or
7 indirectly, or authorizing or assisting any third party to engage in, any of the following activities
8 in the United States and throughout the world:

9 a. importing, exporting, marketing, selling, offering for sale, distributing or
10 dealing in any product or service that uses, or otherwise making any use of, any of Plaintiff's
11 Trademarks, which is attached and incorporated by reference hereto ex Exhibit "A," and
12 Copyrights, which is attached and incorporated by reference hereto ex Exhibit "B," including
13 but not limited to ADOBE®, CREATIVE SUITE®, ACROBAT® marks and works, and/or any
14 Intellectual Property that is confusingly or substantially similar to, or that constitutes a colorable
15 imitation of, any of Plaintiff's Trademarks and Copyrights, whether such use is as, on, in or in
16 connection with any trademark, service mark, trade name, logo, design, Internet use, website,
17 domain name, metatags, advertising, promotions, solicitations, commercial exploitation,
18 television, web-based or any other program, or any product or service, or otherwise;

19 b. copying or downloading, other than for personal use of a validly licensed
20 and registered software, of any software containing Plaintiff's Trademarks and Copyrights,
21 including but not limited to ADOBE®, CREATIVE SUITE®, ACROBAT® marks and works,
22 and/or any Intellectual Property that is confusingly or substantially similar to, or that constitutes
23 a colorable imitation of, any of Plaintiff's Trademarks and Copyrights;

24 c. performing or allowing others employed by or representing them, or
25 under their control, to perform any act or thing which is likely to injure Plaintiff, any of
26 Plaintiff's Trademarks and Copyrights, including but not limited to ADOBE®, CREATIVE
27 SUITE®, ACROBAT® marks and works, and/or Plaintiff's business reputation or goodwill,
28 including making disparaging, negative, or critical comments regarding Plaintiff or its products;

d. engaging in any acts of federal and/or state trademark infringement, false designation of origin, unfair competition, dilution, federal copyright infringement, or other act which would tend damage or injure Plaintiff; and/or

e. using any Internet domain name or website that includes any of Plaintiff's Trademarks and Copyrights, including the ADOBE®, CREATIVE SUITE®, ACROBAT® marks and works.

2. Defendants are ordered to deliver immediately for destruction all unauthorized products, including counterfeit ADOBE® software products and related products, labels, signs, prints, packages, wrappers, receptacles and advertisements relating thereto in her possession or under her control bearing any of Plaintiff's intellectual property or any simulation, reproduction, counterfeit, copy or colorable imitations thereof, to the extent that any of these items are in Defendants' possession.

3. This Permanent Injunction shall be deemed to have been served upon Defendants at the time of its execution by the Court, and the case shall be dismissed only as to Defendants COLORADO INTERNET SERVICES, LLC d/b/a ONE OFFICE SOFTWARE AND ERIK JEFFRIES upon entry of this Permanent Injunction.

4. The Court finds there is no just reason for delay in entering this Permanent Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil Procedure*, the Court directs immediate entry of this Permanent Injunction against Defendants.

5. Defendants will be making an agreed upon payment to Plaintiff, as more particularly described in a separate Confidential Settlement Agreement.

6. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of this Permanent Injunction.

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7. **NO FEES AND COSTS.** Each party shall bear its/his/her own attorneys' fees and costs incurred in this matter.

IT IS SO ORDERED, ADJUDICATED and DECREED this 27th day of February _____, 2014.



PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Johnson & Pham 6355 Topanga Canyon Blvd., Suite 326, Woodland Hills, CA 91367. On February 17, 2014, I served the within document(s):

**[PROPOSED] PERMANENT INJUNCTION AGAINST
DEFENDANTS COLORADO INTERNET SERVICES, LLC d/b/a ONE
OFFICE SOFTWARE AND ERIK JEFFRIES**

CM/ECF - by electronically transmitting the document(s) listed above to:

**Richard E. Quintilone, Esq.
QUINTILONE & ASSOCIATES
22974 El Toro Road, Suite 100
Lake Forest, CA 92630-4961
Attorneys for Defendant
MY CHOICE SOFTWARE, LLC**

**Thomas E. Moore III
ROYSE LAW FIRM, PC
1717 Embarcadero Road
Palo Alto, California 94303
Attorney for Defendant
DIGISOFT, LLC**

**Andrew D. Winghart, Esq.
Winghart Law Group
495 Seaport Court, Suite 104
Redwood City, California 94063
Attorney for Defendant,
SOFTWARE TECH**

**Ali Kamarei , Esq.
Knight Rider Building
50 West San Fernando St.,
Suite 900
San Jose, CA 95113
Attorney for Defendant.
Bargain Software Shop, LLC**

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 17, 2014, at Woodland Hills, California.

Galyn Ruano

Evelyn Ruano

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Johnson & Pham 6355 Topanga Canyon Blvd., Suite 326, Woodland Hills, CA 91367. On February 17, 2014, I served the within document(s):

**[PROPOSED] PERMANENT INJUNCTION AGAINST DEFENDANTS
COLORADO INTERNET SERVICES, LLC d/b/a ONE OFFICE
SOFTWARE AND ERIK JEFFRIES**

Mail – by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below:

Colorado Internet Services, LLC
d/b/a One Office Software
10835 Dover Street, Suite 500
Westminster, Colorado 80021

Erik Jeffries
10835 Dover Street, Suite 500
Westminster, Colorado 80021

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 17, 2014, at Woodland Hills, California.

Editha Ruano

Evelyn Ruano